

Article/Section: _____ Request: _____

Article/Section: _____ Request: _____

| | | | | | |
|----------------------|---|--|---|--|---|
| Sign Posting | x | Sewer/Septic | | DRI Review | |
| Public Participation | x | Cemetery | | Traffic Study (Traffic comments regarding trip generation) | x |
| Stream Protection | | Environmental Assessment – floodplain/stormwater/Nancy Creek | x | MARTA Corridor Area Plan Review | |

| | |
|--|--|
| NON-RESIDENTIAL: Building Height: _____ Gross Square Footage: _____ Density: _____ | RESIDENTIAL: No. of Units: _____ Density: _____ Minimum Heated Floor Area: _____ Minimum Lot Area: _____ |
|--|--|

| DEVELOPMENT STANDARDS FOR CUP, NUP, & MIX DISTRICTS | | | |
|---|--|-----------------------------|--|
| Minimum Front Yard | | Minimum Lot Frontage | |
| Minimum Rear Yard | | Minimum Lot Width | |
| Minimum Side Yard (Interior) | | Minimum Building Separation | |
| Minimum Side Yard (Adj. to Street) | | | |

ATTENDANCE IS REQUIRED AT THE FOLLOWING MEETINGS:

| | | | |
|--|--------------------------|------------------------|---|
| Design Review Board | <input type="checkbox"/> | Planning Commission | x |
| Community Zoning Information Meeting | x | Mayor and City Council | x |
| Community/Developer Resolution Meeting | x | | |

Applicant's Signature: To the best of my knowledge, this Pre-application review is correct and complete. If additional variances are determined to be necessary, I understand that I am responsible for filing an appeal as specified by Article XXII of the Sandy Springs Zoning Ordinance.

Applicant: Dan Barth Date: 10-2-15

Planner: Cecilia Leal Date: September 28, 2015



APPLICATION FOR REZONING, USE PERMIT AND
CONCURRENT VARIANCE

DATE: 10/6/15

TAX PARCEL IDENTIFICATION NUMBER(S): 17 0041 LL0147, 17 0041 LL0170

ADDRESS: High Point Road - southern terminus

SECTION I

REZONING REQUEST

The undersigned, having an interest in the property herein described, respectfully petitions that said property be rezoned

from N/A to
Existing Zoning(s) Proposed Zoning(s)

SECTION II

USE PERMIT REQUEST

Under the provisions of Article XIX of the Zoning Ordinance, application is hereby made to obtain a Use Permit as follows:

CURRENT ZONING: R-3

USE PERMIT REQUEST: Recreational Fields (sec. 19.4.36)

SECTION III

CONCURRENT VARIANCE REQUEST(S)

REQUEST 1) To allow curb cut access from a local street (High Point Road).

REF. ARTICLE 19 SECTION 4.36.B.1

To encroach into required minimum 50 foot buffer and 10 foot improvement
REQUEST 2) setback for construction of a parking lot.

REF. ARTICLE 19 SECTION 4.36.B.2

REQUEST 3)

REF. ARTICLE SECTION

REQUEST 4)

REF. ARTICLE SECTION

REQUEST 5)

REF. ARTICLE SECTION

SECTION IV**OWNER/PETITIONER**

NOTICE: Part 1 and/or Part 2 below must be signed and notarized when the petition is submitted. Please complete Section IV as follows:

- a) If you are the sole owner of the property and not the petitioner complete Part 1.
- b) If you are the petitioner and not the sole owner of the property complete Part 2.
- c) If you are the sole owner and petitioner complete Part 1.
- d) If there are multiple owners each must complete a separate Part 1 and include it in the application.

Part 1. Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.

Sworn to and subscribed before me this the

TYPE OR PRINT OWNER'S NAME

Day of 20

ADDRESS

NOTARY PUBLIC

CITY & STATE

ZIP CODE

OWNER'S SIGNATURE

PHONE NUMBER

PART 2. Petitioner states under oath that: (1) he/she is the executor or Attorney-in-fact under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

Sworn to and subscribed before me this the

The Galloway School by Dentons

TYPE OR PRINT PETITIONER'S NAME
215 West Wileuca Road, NW

ADDRESS
Atlanta, GA 30342

CITY & STATE

ZIP CODE

PETITIONER'S SIGNATURE

404-252-8389
PHONE NUMBER

NOTARY PUBLIC

SECTION V**ATTORNEY / AGENT**

Check One: ☒ Attorney ☐ Agent

Sharon A. Gay

TYPE OR PRINT ATTORNEY / AGENT NAME

SIGNATURE OF ATTORNEY / AGENT
303 Peachtree St., Suite 5300

ADDRESS

Atlanta, GA

30308

CITY & STATE

ZIP CODE

PETITIONER'S SIGNATURE

404-527-4676
PHONE NUMBER

LAND PURCHASE AND SALE AGREEMENT

Offer Date: 07/13/2015



2015 Printing

A. KEY TERMS AND CONDITIONS

1. **Purchase and Sale.** The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. **Property Identification:** Address: High Point Road
 City Atlanta County Fulton Georgia, Zip Code 30342
 MLS Number: 7437660 & 7437661 Tax Parcel I.D. Number 170041LL0170 & 170041LL0147

b. **Legal Description:** The legal description of the Property is (select one of the following below):

- ☐ (1) attached as an exhibit hereto;
☒ (2) the same as described in Deed Book see stip, Page see stip of the land records of the above county; OR
☐ (3) Land Lot(s) _____ of the _____ District, _____ Section/GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ Subdivision/Development, according to the plat recorded in Plat Book _____, Page _____, et. seq., of the land records of the above county.

2. **Survey.** A survey of Property ☐ is OR ☒ is not attached to this Agreement as an exhibit.

3. A new Controlling Survey of the Property will be obtained by ☒ Buyer OR ☐ Seller and paid for by ☒ Buyer OR ☐ Seller.

4. **Purchase Price of Property to be Paid by Buyer.** \$ _____ OR \$ _____ per acre. If price is per acre, Seller's estimate of acreage is _____ acres.
 5. **Closing Costs.** Seller's Contribution at Closing: \$ 0.00

6. **Closing and Possession.**
 a. Closing Date: 10/31/2015
 b. Seller Retains Possession of Property Through: 10/31/2015

7. **Holder of Earnest Money ("Holder").** Lucder Larkin Hunter - Buckhead
 8. **Closing Attorney/Law Firm.** Lucder Larkin Hunter - Buckhead

9. **Earnest Money.** Earnest Money shall be paid by ☒ check ☐ cash or ☐ wire transfer of immediately available funds as follows:
☐ a. \$ _____ as of the Offer Date.
☒ b. \$ _____ within 5 days from the Binding Agreement Date.
☐ c. _____

10. **Inspection and Due Diligence.**
 a. **Due Diligence Period:** Property is being sold subject to a Due Diligence Period of 120 days from the Binding Agreement Date.
 b. **Option Payment for Due Diligence Period:** In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:
 (1) has paid Seller \$10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus
 (2) shall pay Seller additional option money of \$ _____ by ☒ check or ☐ wire transfer of immediately available funds either ☐ as of the Offer Date; OR ☐ within 121 days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller ☐ shall (subject to lender approval) or ☒ shall not be applied toward the purchase price at closing and shall not be refundable to Buyer unless the closing fails to occur due to the default of the Seller.

11. Property is currently zoned Res under the applicable zoning ordinances of Sandy Springs/Fulton City/County

12. **Assignment.** Buyer shall Buyer ☒ shall OR ☐ shall not have the right to assign this Agreement; OR ☐ shall have the right to Assign this Agreement only to a legal entity in which Buyer owns at least a 25% interest.

13. Brokerage Relationships in this Transaction.

a. **Selling Broker is** Haddow & Company and is:
 (1) ☒ representing Buyer as a client.
 (2) ☐ not representing Buyer (Buyer is a customer).
 (3) ☐ acting as a dual agent representing Buyer and Seller.
 (4) ☐ acting as a designated agent where:

b. **Listing Broker is** ATLANTA DREAM REALTY and is:
 (1) ☒ representing Seller as a client.
 (2) ☐ not representing Seller (Seller is a customer).
 (3) ☐ acting as a dual agent representing Buyer and Seller.
 (4) ☐ acting as a designated agent where:

has been assigned to exclusively represent Buyer.

has been assigned to exclusively represent Seller.

c. **Material Relationship Disclosure:** Broker and/or their affiliated licensees disclose the following material relationships:
n/a

14. **Time Limit of Offer.** The Offer set forth herein expires at two o'clock p.m. on the date 07/15/2015

Buyer(s) Initials JS

Seller(s) Initials WB LD

B. CORRESPONDING PARAGRAPHS FOR SECTION A

1. Purchase and Sale/Title

- Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
- Examination:** Buyer may examine title and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.

2. **Survey.** Notwithstanding any other provision to the contrary contained herein, Buyer shall have the right to terminate this Agreement upon notice to Seller if a new survey of the Property performed by a licensed Georgia surveyor is obtained that is materially different from any survey of the Property provided by Seller and attached hereto as an exhibit. The term "materially different" shall not apply to any improvements or repairs constructed by Seller in their agreed-upon locations subsequent to Binding Date Agreement. Matters revealed in any survey, including a survey attached hereto may be raised by Buyer as title objections.

3. **Acreage.** Buyer or Seller can terminate this Agreement if the Seller's estimate of the total acreage to be sold to Buyer is at least 15% more or less than the estimate.

4. **Purchase Price and Method of Payment.** The Purchase Price shall be paid in U.S. Dollars at closing by wire transfer of immediately available funds, or such other form of payment acceptable to the closing attorney. If the Purchase Price is stated as a price per acre, the acreage shall be determined by a survey obtained in the accordance with the procedure below ("Controlling Survey"). The total purchase price shall be determined by multiplying the total number of acres, to the nearest one one-thousandth of an acre as determined by a survey prepared by a registered Georgia surveyor. In the event the Seller is in possession of a survey, to which Buyer agrees in writing shall constitute the Controlling Survey, then said survey be controlling as the exact amount of the acreage being purchased and sold herein. If no survey exists or the existing survey is not acceptable, then a new survey shall be prepared. If there are no objections to the new survey, then the new survey shall be the Controlling Survey to determine the acreage being purchased and sold herein. If there is a dispute by either party regarding the new survey, the dispute shall be resolved in accordance with the Survey Resolution Exhibit attached hereto.

Buyer warrants that Buyer will have sufficient cash at closing, will allow Buyer to complete the purchase of Property. Buyer does not need to sell or lease other real property in order to complete the purchase of Property.

5. Closing Costs and Prorations.

- Items Paid By Buyer:** At closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the warranty deed; and (3) all other costs, fees and charges to close this transaction, except as otherwise provided herein.
- Items Paid By Seller:** At closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller. The Seller shall pay the fees and costs of the closing attorney: (1) to prepare and record title curative documents and (2) for Seller not attending the closing in person.
- Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing shall be prorated as of the date of closing. In the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal shall be deemed assigned to Buyer at closing.

6. Closing and Possession.

- a. **Right to Extend the Closing Date:** Buyer or Seller may unilaterally extend the closing date for eight (8) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Buyer's mortgage lender, if any, (including in "all cash" transactions) or the closing attorney cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer; or (3) Buyer has not received required estimates or disclosures and Buyer is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.

7. **Holder of Earnest Money.** The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived.

8. **Closing Attorney/Law Firm.** Buyer shall have the right to select the closing attorney to close this transaction, and hereby selects the closing attorney referenced herein. If Buyer's mortgage lender refuses to allow that closing attorney to close this transaction, Buyer shall select a different closing attorney acceptable to the mortgage lender. The closing attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing (including transactions where the method of payment referenced herein is "all cash"). In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the Buyer.

9. Return and Disbursement of Earnest Money.

- a. **Entitlement to Earnest Money:** Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.
- b. **Disbursement of Earnest Money:** Holder shall disburse the earnest money upon: (1) the closing of Property, (2) a subsequent written agreement of Buyer and Seller, (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties at least ten (10) days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall offer to disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day notice of the proposed disbursement to Buyer and Seller. If the check is accepted and deposited by Seller, it shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages are difficult to ascertain and are not a penalty. Nothing herein shall prevent the Seller from declining the tender of the earnest money by the Holder. In such event, Holder, after giving Buyer and Seller the required ten (10) day notice of the proposed disbursement, shall disburse the earnest money to Buyer.
- c. **Interpleader:** If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.
- d. **Hold Harmless:** All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages arising out of the performance by Holder of its duties; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.

10. Inspection and Due Diligence.

- a. **Right to Inspect Property:** Buyer and/or Buyer's representatives shall have the right to enter the Property at Buyer's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey Property. Seller shall cause all utilities, systems and equipment to be on so that Buyer may complete all inspections. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages relating to the exercise of these rights.

- b. **Duty to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer shall have the sole duty to become familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime and school, land use, government and transportation maps and plans. It shall be Buyer's sole duty to become familiar with neighborhood conditions of concern to Buyer. If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.gbi.georgia.gov.
- c. **Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer). Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
- d. **Property Sold "As-Is"** Unless this Agreement is Subject to Due Diligence Period:
- (1) **General:** Unless the Property is being sold subject to a Due Diligence Period referenced herein, the Property shall be sold "as-is" with all faults. The inclusion of a Due Diligence Period herein shall: (a) during its term make this Agreement an option contract in which Buyer may decide to proceed or not proceed with the purchase of the Property for any or no reason; and (b) be an acknowledgment by Seller that Buyer has paid separate valuable consideration of \$10 for the granting of the option.
 - (2) **Purpose of Due Diligence Period:** During the Due Diligence Period, Buyer shall determine whether or not to exercise Buyer's option to proceed or not proceed with the purchase of the Property. If Buyer has concerns with the Property, Buyer may during the Due Diligence Period seek to negotiate an amendment to this Agreement to address such concerns.
 - (3) **Notice of Decision Not To Proceed:** Buyer shall have elected to exercise Buyer's option to purchase the Property unless prior to the end of any Due Diligence Period, Buyer notifies Seller of Buyer's decision not to proceed by delivering to Seller a notice of termination of this Agreement. In the event Buyer does not terminate this Agreement prior to the end of the Due Diligence Period, then: (a) Buyer shall have accepted the Property "as-is" subject to the terms of this Agreement; and (b) Buyer shall no longer have any right to terminate this Agreement based upon the Due Diligence Period.
- e. **Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.
- f. **Due Diligence Materials:** Seller shall provide to the Buyer within five (5) days from the Binding Agreement Date, the items below, if available, pertaining to the Property (hereinafter collectively referred to as "Due Diligence Materials").
- (1) **Tax and Title:**
 - i. Most recent Property tax assessments and tax bills.
 - ii. The most recent title insurance policy insuring the Property, including complete and legible copies of all documents (whether or not recorded) which are referenced as title exceptions.
 - iii. The most recent ALTA (American Land Title Association) survey of the Property, or if such a survey is not available, the most recent survey of the Property prepared by a licensed Georgia surveyor.
 - iv. A list of special assessment districts in which the Property is located and the schedule of unpaid or pending assessments – if any.
 - v. A schedule of impact fees paid or owed on the Property, if any.
 - (2) **Environmental and Assessments:**
 - i. All soil reports covering the Property or any portion thereof.
 - ii. All cause reports of existing timber on the Property.
 - iii. All environment (hazardous substances), engineering, physical inspection, marketing and feasibility studies, assessments and reports, including wetlands reports.
 - (3) **Leases:**
An executed copy of every lease of or affecting the Property or any portion thereof.
 - (4) **Miscellaneous:**
 - i. A schedule of management fees due in connection with any agreements pertaining to the Property.
 - ii. All municipal, county, state or federal permits, licenses and authorizations affecting the use, operation, and maintenance of the Property.
11. **Sellers Warranties and Representations.** Except to the extent provided in Exhibit _____ to this Agreement, Seller warrants as follows:
- a. **Authority.** Seller has the right, power and authority to enter into this Agreement and to convey Property in accordance with the terms and conditions of this Agreement; and the persons executing this Agreement on behalf of Seller have been duly and validly authorized by Seller to execute and deliver this Agreement and have the right, power and authority to enter into this Agreement and bind Seller.
 - b. **Bankruptcy.** Seller represents and warrants that Seller is solvent and has not made a general assignment for the benefit of creditors or been adjudicated as bankrupt or insolvent, nor has a receiver, liquidator or trustee of Seller or any of its respective properties (including Property) been appointed or a petition filed by or against Seller for bankruptcy, reorganization or arrangement pursuant to the Federal Bankruptcy Act or any similar federal or state statute, or any proceeding instituted for the dissolution or liquidation of Seller.
 - c. **Condemnation.** Seller has not been notified that any condemnation or other taking by eminent domain of Property or any portion thereof has been instituted and, to the best of Seller's knowledge, there are no pending or threatened condemnation or eminent domain proceedings (or proceedings in the nature or in lieu thereof) affecting Property or any portion thereof or its use.

- d. **Hazardous Substances.** To the best of Seller's knowledge, (1) no "hazardous substances", as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and the rules and regulations promulgated pursuant thereto, or any other pollutants, toxic materials, or contaminants have been or shall prior to closing be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on Property in violation of applicable law; (2) no underground storage tanks are located on the Property or were located on the Property and subsequently removed or filled; (3) Property has not previously been used as a gas station, cemetery, landfill, or as a dump for garbage or refuse; and (4) Property has not previously been and is not currently listed on the Georgia Environmental Protection Division Hazardous Site. Seller has not received any notice or demand from any governmental or regulatory agency or authority requiring Seller to remove any hazardous substances or contaminants or toxic materials from Property.
- e. **Leases.** Other than those leases provided by Seller to Buyer as part of the Due Diligence Materials, there are no other leases of or affecting the Property or any portion thereof and Seller will not enter into any new leases without the written permission of Buyer.
- f. **No Litigation.** There are no actions, suits, or proceedings pending or, to the best of Seller's knowledge, threatened by any organization, person, individual, or governmental agency against Seller with respect to Property or against Property, or with respect thereto, nor does Seller know of any basis for such action. Seller also has no knowledge of any currently pending application for changes in the zoning applicable to Property or any portion thereof.
- g. **Pre-Existing Right to Acquire.** No person or entity has any right or option to acquire Property or any portion thereof, which will have any force of effect after execution hereof, other than Buyer.
- h. **Proceedings Affecting Access.** Seller has not been notified that there are any pending proceedings that could have the effect of impairing or restricting access between Property and adjacent public roads and, to the best of Seller's knowledge, no such proceedings are pending or threatened.
- i. **Violations.** To the best of Seller's knowledge, there are no violations of laws, municipal or county ordinances or other legal requirements with respect to Property (excluding any improvements constructed thereon).

12. **Assignment.** In the event Buyer has the right to assign this Agreement, the assignment shall not release Buyer of any of its obligations or liabilities hereunder. Notice of such assignment shall be provided to Seller at least five (5) days prior to Closing.

13. **Agency and Brokerage.**

- a. **Agency Disclosure:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et seq.
- (1) **No Agency Relationship:** Buyer and Seller acknowledge that, if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.
- (2) **Consent to Dual Agency:** If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:
- i. **Dual Agency Disclosure:** *Applicable only if Broker is acting as a dual agent in this transaction.*
- (a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
- (b) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
- (c) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements;
- (d) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.
- ii. **Designated Agency Disclosure:** If Broker in this transaction is acting as a designated agent, Buyer and Seller consent to the same and acknowledge that each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.
- b. **Brokerage:** Seller has agreed to pay Listing Broker(s) a commission pursuant to a separate brokerage engagement agreement entered into between the parties and incorporated herein by reference ("Listing Agreement"). The Listing Broker has agreed to share that commission with the Selling Broker. The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective portions of the commissions out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the party owing the same from paying the remainder after the closing (unless the Broker(s) have expressly and in writing agreed to accept the amount paid in full satisfaction of the Broker(s) claim to a commission).
- c. **Disclaimer:** Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to advise Buyer and Seller on any matter relating to the Property which could have been revealed through a survey, title search, Official Georgia Wood Infestation Report, testing by a soils engineer construction expert, utility bill review, an appraisal, inspection by an environmental engineering inspector, consulting governmental officials or a review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax planner. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement.

14. **Time Limit of Offer.** The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

C. OTHER TERMS AND CONDITIONS

1. Notices.

- a. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- b. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein); provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- c. **When Broker Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party and notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein). Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

2. Default.

- a. **Rights of Buyer or Seller:** A party defaulting under this Agreement shall be liable for the default. The non-defaulting party may pursue any lawful remedy against the defaulting party.
- b. **Rights of Broker:** In the event a party defaults under this Agreement, the defaulting party shall pay as liquidated damages to every broker involved in this transaction with whom the defaulting party does not have a brokerage engagement agreement an amount equal to the share of the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, the written offer(s) of compensation to such broker and/or other written agreements establishing such broker's commission are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty. In the event a Broker referenced herein either has a brokerage engagement agreement or other written agreement for the payment of a real estate commission with a defaulting party, the Broker shall only have such remedies against the defaulting party as are provided for in such agreement.

3. **Risk of Damage to Property:** Seller warrants that at the time of closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement) as on the Binding Agreement Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. Seller shall deliver Property clean and free of trash and debris at time of possession. Notwithstanding the above, if the Property is destroyed or substantially damaged prior to closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement not later than fourteen (14) days from receipt of the above notice. If Buyer or Seller do not terminate this Agreement, Seller shall assign at closing all of its rights to receive the proceeds from all insurance policies affording coverage for the claim. If the insurance proceeds are paid prior to Closing, the amount of such proceeds shall be credited against the purchase price of the Property.

4. Other Provisions.

- a. **Entire Agreement and Modification:** This Agreement constitutes the sole and entire agreement between all of the parties, superseding all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller.
- b. **Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all representations of Seller regarding the Property; and (4) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.
- c. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia.
- d. **Time of Essence:** Time is of the essence of this Agreement.
- e. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.

- f. **Binding Agreement Date:** The Binding Agreement Date in this Agreement shall be the date when the party making the last offer, or the Broker (except in a designated agency transaction) the Broker's employees or affiliated licensee of Broker representing that party as a client, receives notice that the offer has been accepted. This party (or the Broker or affiliated licensee representing this party as a client) shall fill in the Binding Agreement Date below and promptly give notice of this date to the other party. Filling in the Binding Agreement Date shall not be deemed to be a counteroffer.
- g. **Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- h. **Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by the buyer's mortgage lender or the other party.
- i. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.
- j. **GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. This parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
- k. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto.

5. **Property Not Being Sold for Value of Any Improvements on Land.** Buyer acknowledges that the Property may contain certain incidental improvements such as existing homes, barns, fences, outbuildings and walls. Buyer acknowledges that the Property is being purchased for the value of the land rather than the value of any improvements presently located thereon. All improvements are being sold in "as-is" condition. Buyer acknowledges that the improvements on the Property, if any, may be in need of significant repair, may contain defective conditions and may not have been constructed or used in accordance with all applicable laws. Since the condition of any existing improvements is immaterial to Buyer's decision to purchase the Property, Seller shall have no responsibility to make any disclosures or repairs relative to the same. Buyer covenants not to sue Seller with respect to any matter relating to the condition of said improvements and agrees to indemnify and hold Seller harmless with respect to the same. Buyer expressly waives: (1) any and all rights to inspect and test for lead-based paint and/or lead-based paint hazards for not less than ten (10) days from the Binding Agreement Date; and (2) the right not to be contractually obligated under this Agreement until the above time period has lapsed.

6. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addendum shall control:

- ☐ Back-up Agreement Contingency as Exhibit "_____"
- ☐ Community Association Disclosure as Exhibit "_____"
- ☐ Exhibit "D" Special Warranties and Representations of Seller
- ☐ Exhibit "E" Special Title Exceptions Pertaining to Property
- ☐ Legal Description of the Property as Exhibit "_____"
- ☐ Seller's Property Disclosure Statement as Exhibit "_____"
- ☐ Survey of Property as Exhibit "_____"
- ☒ Other Instructions to Closing Attorney _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

1. The Legal Description of the property is the same as described in Deed Book/Page: 47495/127 AND Deed Book/Page 48547/296.
2. All parties agree that the property is to be sold as is with no Sellers Property Disclosure Statement
3. All parties agree that this offer is contingent upon the Buyers ability to obtain a Special Use Permit for an athletic field (softball field) from the City of Sandy Springs, Georgia, prior to October 31, 2015. Buyer shall have the right to terminate the contract and be reimbursed earnest money should permit not be issued on or before October 31, 2015.

Additional Special Stipulations ☒ are or ☐ are not attached.

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F34, Land Purchase and Sale Agreement, Page 7 of 8, 06/01/15

**Instant
Forms**

Buyer Acceptance and Contact Information

1. Suzanna Jemsky
Buyer's Signature

The Galloway School - Suzanna Jemsky
Print or Type Name

Buyer's Address

Buyer's E-mail Address

Buyer's Phone #

Fax #

2. _____
Buyer's Signature

Print or Type Name

Buyer's Address

Buyer's E-mail Address

Buyer's Phone #

Fax #

Selling Broker/Affiliated Licensee Contact Information:

Haddon & Company
Selling Broker

By: [Signature]
Broker or Broker's Affiliated Licensee

Ladson Haddon
Print or Type Name

MLS Office Code

014788
Brokerage Firm License Number

404-577-7222
Phone #

404-577-7276
Fax #

lhaddon@haddonandcompany.com
E-Mail

343956
Selling Agent's Georgia Real Estate License Number

Member of: Atlanta Commercial Board of REALTORS®

Seller Acceptance and Contact Information

1. Warwick Dunn
Seller's Signature

Warwick Dunn
Print or Type Name

5950 Sherry Ln Ste 100
Seller's Address

Dallas TX 75225-6562

Seller's E-mail Address

Seller's Phone #

Fax #

2. _____
Seller's Signature

Print or Type Name

Seller's Address

Seller's E-mail Address

Seller's Phone #

Fax #

Listing Broker/Affiliated Licensee Contact Information:

ATLANTA DREAM REALTY
Listing Broker

By: A. RaeNee Jamison
Broker or Broker's Affiliated Licensee

A. RaeNee Jamison
Print or Type Name

BTSL01
MLS Office Code

60593
Brokerage Firm License Number

(770) 400-7166
Phone #

(404) 521-4544
Fax #

AraeNee@gmail.com
E-Mail

240788
Listing Agent's Georgia Real Estate License Number

Member of: The Atlanta Board of REALTORS®

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of July 27, 2008
and has been filled in by Ladson Haddon

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SPECIAL STIPULATIONS



2015 Printing

Property Address:

High Point Road - Tax Parcel ID numbers 1700411L0170 & 1700411L0147

Atlanta

Georgia

30342

(NOTE: The language set forth in this special stipulation(s) is furnished by the parties and is particular to this transaction.)

4. Buyer shall have the right to three (3) 30-day extension options. For each extension option, Buyer shall provide an option payment in the amount of ~~\$1,000.00~~ that will become non-refundable and non-applicable to the purchase price. Should any extension option be taken by Buyer, the initial earnest money will become non-refundable and non-applicable to the purchase price. Option payments will not be refunded should this transaction fail to close.

5. Default:

a. Rights of Buyer or Seller: All parties agree that remedy for default under this agreement by Buyer shall be limited to the Seller receiving the full amount of earnest money and any extension option payments made at the time of default. Seller default remedy shall be limited to reimbursement of Buyers Earnest Money deposit during the initial term of the agreement.

b. Rights of Broker: All parties agree that in the event a party defaults under this Agreement, there shall be no compensation for liquidated damages and that real estate commissions will be paid only upon the close of this transaction.

Buyer's/Tenants Initials:

JS

Seller's/Landlord's Initials:

WP

Selling/Leasing Broker's Initials:
(or Broker's Affiliated Licensee)

LHH

Listing Broker's Initials:

(or Broker's Affiliated Licensee)

aj

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F25, Special Stipulations, 01/01/15

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INSTRUCTIONS TO CLOSING ATTORNEY



2015 Printing

RE: Purchase and Sale Agreement between The Galloway School ("Buyer") and
Warrick Dunn ("Seller") dated 07/13/15
 for Property located at High Point Rd parcels 170041LL0170 & 170041LL0147 CA 30342

For and in consideration of Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Listing Broker and Selling Broker hereby confirm the real estate commissions to which they will be entitled upon the closing of the above-referenced transaction and direct the closing attorney to pay these amounts at closing from the sales proceeds.

1. Commissions Paid By Seller.

A. The total real estate commission to be paid by the Seller in this transaction is set forth below ("Sellers Total Commission"):

six (6) % of the purchase price;
 \$ _____ (other)

B. The Listing Broker agrees to share this commission with the Selling Broker by paying the Selling Broker the following:

three (3) % of the purchase price;
 \$ _____ (other)

2. Commissions Paid By Buyer.

A. In addition to the Seller's Total Commission, the real estate commission to be paid by the Buyer in this transaction is set forth below ("Buyer's Total Commission"):

_____ % of the purchase price;
 \$ _____ (other)

B. The Selling Broker agrees to share this commission with the Listing Broker by paying the Listing Broker the following:

_____ % of the purchase price;
 \$ _____ (other)

3. General.

A. Neither Broker shall have a claim for a commission against the other Broker in the event the closing does not occur.

B. Notwithstanding the above, signing this Agreement shall not, unless otherwise specifically provided for herein, waive or limit the right of the Selling Broker or Listing Broker to challenge, after the closing, either the entitlement to, or the amount of any commission paid or not paid hereunder, or to assert any claim or seek arbitration regarding the same.

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F32, Instructions to Closing Attorney, Page 1 of 2, 01/04/15

**Instant
forms**

4. Further Directions to Closing Attorney.

The Listing Broker, the Selling Broker and their respective affiliated licensees hereby direct the closing attorney to disclose on the settlement statement for the above-referenced transaction the following referral fees and rebates they have or will be paid or have received or will receive in said transaction.

A. Listing Broker.

| <i>Fees and Rebates:</i> | <i>Service for Which Fee or Rebate is Being:</i> |
|--|--|
| Paid By Listing Broker or Affiliated Licensees of Listing Broker (Identify Amount Paid and To Whom): | Paid |
| _____ | _____ |
| _____ | _____ |
| Received By Listing Broker or Affiliated Licensees of Listing Broker Other Than for Real Estate Commission (Identify Amount Received and By Whom): | Received |
| _____ | _____ |
| _____ | _____ |

B. Selling Broker.

| <i>Fees and Rebates:</i> | <i>Service for Which Fee or Rebate is Being:</i> |
|--|--|
| Paid By Selling Broker or Affiliated Licensees of Selling Broker (Identify Amount Paid and To Whom): | Paid |
| _____ | _____ |
| _____ | _____ |
| Received by Selling Broker or Affiliated Licensees of Selling Broker Other Than Real Estate Commission (Identify Amount Received and By Whom): | Received |
| _____ | _____ |
| _____ | _____ |

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any preceding paragraph or any exhibit or addendum hereto shall control:

Additional Special Stipulations ☐ are or ☒ are not attached.

Selling Broker Haddon & Company
 By: [Signature]
 Broker or Broker's Affiliated Licensee
 Broker's Phone# 404-577-7222
 Broker's FAX# 404-577-7276
 Member of: Atlanta Commercial Board of REALTORS®

ATLANTA DREAM REALTY
 Listing Broker
 By: [Signature]
 Broker or Broker's Affiliated Licensee
 Broker's Phone# (770) 480-7166
 Broker's FAX# (404) 521-4544
 Member of: The Atlanta Board of REALTORS®

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F32, Instructions to Closing Attorney, Page 2 of 2, 9/10/15

ONING USE: R-

ONING USE: R-

BUILDING DATA

PARKING DATA

PARKING PROVIDED

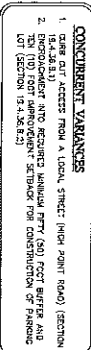
55 TOTAL SPACES (0.53 AC OR 6.37%
3 HANDICAP SPACES
(2 VAN H/C SPACES)

THE TOPOGRAFCAL INFORMATION ON THESE PLANS IS TAKEN FROM PLATS
COUNTY C.S. ACCESSED ONLINE 9/20/76.

ACCORDING TO THE NATIONAL WILDS INVENTORY AND IT DOES NOT
APPEAR THAT THERE ARE ANY WILDLAND LOCATED ON THE SUBJECT
PROPERTY.

THE GALLOWAY SCHOOL
215 W INECCA RD NW
ATLANTA, GA 30342
(404) 252-8389

WESLEY REED, PE
EGERLY & ASSOCIATES, INC.
1852 CENTURY PLACE,
SUITE 202
ATLANTA, GEORGIA 30345
(770) 452-7849



CALL 811
FREE THROUGHOUT
THE U.S.A.
THREE WORKING DAYS
BEFORE YOU DIG.
Know what's Below.
Call before you dig.

| | |
|------------------|----------|
| SCALE | 1" = 40' |
| DATE: | 09/23/16 |
| DRAWN BY: | W. REED |
| PROJECT MANAGER: | W. REED |
| QA/QC CHECK: | |

LAND LOT 41
17th DISTRICT
FULTON COUNTY/CITY OF SANDY SPRING
HIGH POINT ROAD



LAND PLANNING
▼
CIVIL ENGINEERING
▼
LANDSCAPE ARCHITECTURE

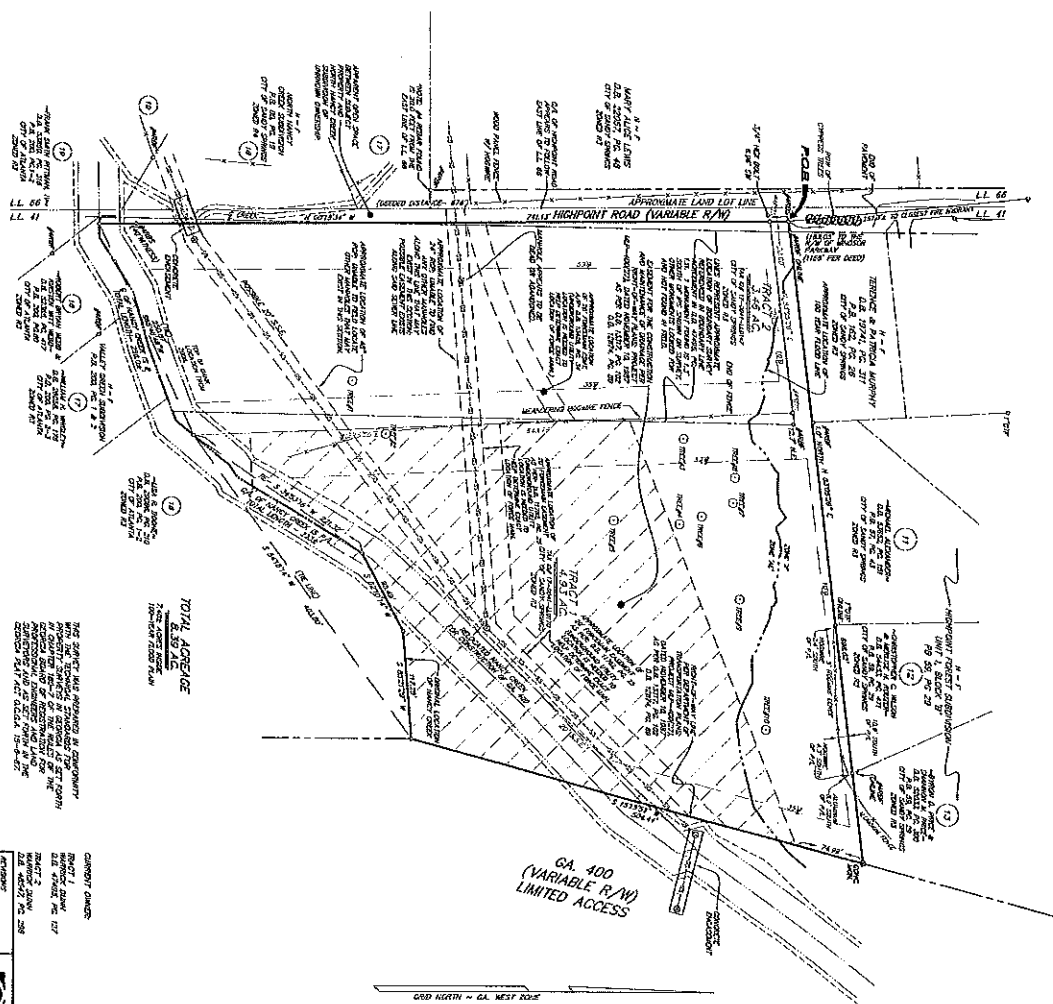


TEL: 770.452.7819 FAX: 770.452.0000
1852 COUNTRY PLACE, SUITE 202
ALPHAINA, GEORGIA 30345
WWW.FEERLY.NET

[illegible]

| Tree No. | DBH (inches) | Tree Type |
|----------|--------------|--------------|
| 1 | 27 | SPYGLING |
| 2 | 30 | SPYGLING |
| 3 | 34 | POPLAR |
| 4 | 34 | POPLAR |
| 5 | 38 | POPLAR |
| 6 | 31 | SLIVER MAPLE |
| 7 | 27 | POPLAR |
| 8 | 30 | POPLAR |
| 9 | 27 | POPLAR |

LOCATION OF WITNESSES LISTED ON OR BEHIND THE SUBJECT PHOTOGRAPH. IF THE PHOTOGRAPH IS A GROUP PHOTO, ONLY THE PHOTOGRAPHS OF THE WITNESSES SHOULD BE IDENTIFIED. THE PHOTOGRAPHS OF THE SUSPECTS SHOULD NOT BE IDENTIFIED. THE PHOTOGRAPHS OF THE WITNESSES SHOULD BE IDENTIFIED BY THE NAME OF THE WITNESS, THE NAME OF THE PHOTOGRAPHER, THE DATE AND TIME OF THE PHOTOGRAPH, AND THE LOCATION OF THE PHOTOGRAPH. THE PHOTOGRAPHS OF THE WITNESSES SHOULD BE IDENTIFIED BY THE NAME OF THE WITNESS, THE NAME OF THE PHOTOGRAPHER, THE DATE AND TIME OF THE PHOTOGRAPH, AND THE LOCATION OF THE PHOTOGRAPH.



GA. 400
(VARIABLE R/W)
LIMITED ACCESS

| | | |
|---|---|---|
| Taskins 1237 E. Main Suite 100 Phoenix, AZ 85004 Tel: 602/254-1234 Fax: 602/254-1235 E-mail: info@taskins.com Web: www.taskins.com | | SPECIALTY RETAIL/CDOT MARKET FIRM THE GALLAGHER SCHOOL 17-0041-1L-0173 & 17-0041-1L-0174 LOCATED IN LL 47 CDOT ENVIRONMENTAL ACTION COUNTY COUNCIL |
| PROJECT NO. PROJECT NAME PROJECT LOCATION PROJECT TYPE PROJECT STATUS PROJECT VALUE PROJECT START DATE PROJECT END DATE PROJECT OWNER PROJECT CONTACT PROJECT PHONE PROJECT FAX PROJECT E-MAIL PROJECT WEBSITE | PROJECT NO. PROJECT NAME PROJECT LOCATION PROJECT TYPE PROJECT STATUS PROJECT VALUE PROJECT START DATE PROJECT END DATE PROJECT OWNER PROJECT CONTACT PROJECT PHONE PROJECT FAX PROJECT E-MAIL PROJECT WEBSITE | PROJECT NO. PROJECT NAME PROJECT LOCATION PROJECT TYPE PROJECT STATUS PROJECT VALUE PROJECT START DATE PROJECT END DATE PROJECT OWNER PROJECT CONTACT PROJECT PHONE PROJECT FAX PROJECT E-MAIL PROJECT WEBSITE |

Gaskins
Engineering and Architecture

SECONDARY RETIREMENT SURVEY FOR
THE GALLOWAY SCHOOL
TAX PARCEL ID #S

[illegible]

LETTER OF INTENT

for

**APPLICATION FOR USE PERMIT AND CONCURRENT
VARIANCES FOR A RECREATIONAL FIELD**

for

± 8.39 acres of land

at the southern terminus of High Point Road

Tax Parcels 17-0041-LI0170 and 17-0041-LL0147

City of Sandy Springs

Land Lot 41, 17th District, Fulton County, Georgia

Zoned R-3

Submitted on behalf of

THE GALLOWAY SCHOOLS, INC.

by

Sharon A. Gay, Esq.

Daniel Baskerville

Dentons US LLP

303 Peachtree Street, N.E.

Suite 5300

Atlanta, Georgia 30308

404.527.4000

sharon.gay@dentons.com

dan.baskerville@dentons.com

INTRODUCTION

This Application is submitted for an 8.39-acre assemblage of land located in the City of Sandy Springs at the terminus of High Point Road adjacent to Nancy Creek and the Sandy Springs/Atlanta city limit line. The property is located in Land Lot 41, 17th District of Fulton County and is known as Tax Parcel Identification Nos. 17-0041-L10170 and 17-0041-LL0147 (collectively the "Property"). A legal description of the Property is attached as **Exhibit A**. The Property is zoned R-3 and is unimproved. The Galloway Schools, Inc. ("Galloway" or the "Applicant") seeks approval of a use permit and two concurrent variances for the purpose of providing a daytime recreational field with a softball diamond, four tennis courts, and small accessory buildings and parking.

This document is submitted as the Statement of Intent required by Georgia law and the Zoning Ordinance of the City of Sandy Springs.

PROPERTY INFORMATION

The Property is bounded on the north by single family residences, on the west by High Point Road and single family residences, and on the east by GA-400. The southern boundary line, Nancy Creek, is also the city limit boundary. Single family residences located in the City of Atlanta lie south of the creek.

According to the most recent maps promulgated by the Federal Emergency Management Agency, approximately 7.4 acres lies within the 100-year flood zone AE. The Property is traversed by two sanitary sewer lines and is subject to a drainage easement adjacent to the GA-400 right of way. The site is wooded with pine trees and brushy undergrowth but contains few specimen trees.

THE GALLOWAY SCHOOLS AND PROPOSED USES

School history and mission: The Galloway Schools is a philosophically grounded, learner-focused independent school located in north Atlanta where students age three through grade 12 develop an abiding love for learning. Preparing students to live successfully as enlightened citizens in a changing world, the Galloway community embraces diversity, insists upon common decency, and fosters human dignity. Through innovation, enthusiasm, and high expectations, Galloway draws students joyfully into learning and cultivates the intrinsic curiosity and unrepeatable talents of each one.

Renowned educator Elliott Galloway, along with his wife, Kitty, and good friend Ross Arnold, founded The Galloway School in 1969. The story of The Galloway Schools' birth is typical of Elliott Galloway's ability to turn a vision into a reality. Where others saw a deserted, condemned building, Elliott saw a school. In Elliott's dream, The Galloway Schools would be a radically different place where, instead of memorizing facts and formulas, students would learn to learn—about academics and about themselves. He stated:

Our goal is to help each of you to achieve a superior education, a reasoned understanding and acceptance of yourself, and the willingness, maturity and self-discipline to manage your own learning, now and throughout your life. We know that children will learn only if they want to learn, so what we do is pay attention and find that thing that gives them the desire to know.

The founder insisted that learning be challenging and joyful so that his students would want to seek it for the rest of their lives. He believed that learning took place through relationships, so he emphasized cooperative partnerships between students and teachers. The school's leadership, faculty, students, and parents all continue Elliott Galloway's work, together building a place where education is not a means to prepare for life, but life itself and where growth and learning come from honoring oneself and others.

Galloway Athletics Program. Galloway encourages open participation in athletics because such activity provides student-athletes with important lessons of life such as teamwork, sportsmanship, dedication, leadership, discipline, character and encouragement. Galloway's kindergarten through 12th grade athletics program offers every student-athlete the opportunity to participate and build an appreciation of and love for lifelong fitness through athletics. A commitment to excellence in academics, athletics, and life allows Galloway student-athletes to learn that collaboration and fun, coupled with hard work and dedication, lead to personal growth and success. Athletic success is most often measured by wins and losses, but The Galloway School takes pride in the valuable life lessons that student-athletes learn while wearing the Galloway colors.

Proposed Use: The current owner purchased the Property for residential development. That use is now unfeasible because of the revised floodplain map.

The Galloway campus is constrained with no room to expand athletic facilities beyond the current gymnasium. Consequently, Galloway students must share fields and facilities in various locations. Galloway recently developed a soccer and track and field facility on Defoors Ferry Road in the City of Atlanta. Other sports needs remain unfilled. After careful study and analysis of the physical conditions and nearby uses, Galloway proposes to develop the Property with a softball diamond, four tennis courts, small accessory buildings for storage, restrooms, and concessions, and a parking lot. The proposed layout is shown on the site plan by Eberly & Associates dated September 23, 2015 and filed with this application (the "Site Plan"). There will be no permanent bleachers, field lighting, or sound system.

The Property would be used for softball practice and some games in the fall and middle school baseball practice and tennis practice and matches in the spring. All activity would occur in the afternoon and early evening on weekdays. No activity is expected for the summer and winter months. Student athletes and staff would be transported in vans from the main campus.

With the exception of the roadway frontage, all required undisturbed buffers and improvement setbacks will be provided. A 75-ft. impervious buffer will be provided adjacent to the creek. All applicable storm water and flood plain management regulations and requirements will be met. As shown on the Site Plan, Galloway proposed to extend the pavement of High Point Road into the site. The required buffer area along that area necessarily will be disturbed to extend and pave the street right of way and construct the parking lot. The street boundary, driveway, and parking area will be fenced and gated to preclude access after operational hours.

Specifically, the Applicant requests the following:

Use Permit to allow recreational fields (Section 19.4.36).

Concurrent Variances:

- 1) Allow curb cut access from a local street (Section 19.4.36.B.1.); and
- 2) Allow encroachment into the required fifty (50) ft. buffer and ten (10) ft. improvement setback for construction of a parking lot and tennis court (Section 19.4.36.B.2).

JUSTIFICATION

Use Permit Considerations:

- 1) Whether the proposed use is consistent with the Comprehensive Land Use Plan: This use is allowed in residential areas. No change to the Land Use Plan is required.
- 2) Compatibility with land use and zoning districts in the vicinity: Recreational fields are allowed in all zoning districts with a use permit. Field and court use will be restricted to daylight hours, and no field or court lighting or loudspeakers will be used. The ball field and tennis courts are positioned as far away from existing residences as possible given the constraints of the site. Tennis, softball, and middle school baseball are relatively low-impact student sports in terms of number of players and spectators, noise, and traffic.
- 3) Whether the proposed use may violate local, state, and/or federal statutes, ordinances or regulations governing land development: Galloway will comply with all applicable land development, storm water and flood plain management regulations and requirements. We are aware of no violations that would be caused by the proposed use.
- 4) The effect of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets: The facilities will be used on weekday afternoons and early evenings in the spring and fall. The Applicant anticipates approximately 18 softball games and 18 tennis matches will be played per year. According to the athletic staff, many softball games have fewer than 30 people attending. The largest crowd the staff can recall was approximately 45-50 students and fans on "spirit day." Tennis matches involve seven players per team, and consequently even fewer spectators and staff would be present. No baseball games will be played.

Galloway has extensive experience in managing student, staff, and spectator transportation to off-site facilities, including locations in residential areas. Techniques learned from those experiences will be applied to this site to minimize the number of vehicles entering and exiting the Property. The student-athletes and athletic staff will be transported from the school campus in vans and buses. Group transportation for spectators will be provided as needed.

- 5) The location and number of off-street parking spaces: The Applicant has been unable to identify a parking requirement in the City of Sandy Springs Zoning Ordinance that is applicable to stand-alone recreational fields with no fixed seating. The Site Plan includes 55 parking spaces, 3 of which are for handicapped access. Based on careful analysis and experience with the Defoors Ferry fields, Galloway believes that 55 parking spaces is a generous amount for the intended activities. The parking lot will be located close to the street and away from the stream and required buffer.

6) The amount and location of open space: As shown on the Site Plan, only 18 percent of the site will be covered with impervious surfaces or structures. A 50 ft. undisturbed buffer and 10 ft. improvement setback will be provided on the north property line, and a 75 ft. buffer will be provided on the east and south boundaries and part of the west boundary.

7) Protective screening: A 50 ft. undisturbed buffer, fence, and 10 ft. improvement setback will be provided on the north property line, and a 75 ft. buffer will be provided on the east and south boundaries and part of the west boundary. The parking lot and tennis courts will be screened with landscaping and a fence.

8) Hours and manner of operation: The approximate dates and times projected for use of the facilities are as follows:

Fall Season (August 1 - October 15)

Softball

Monday - Friday

Practices 3:30 - 5:30 pm (3 - 4 days per week)

Games 4:00 - 7:00 pm (1 - 2 days per week)

Winter Season (October 15 - January 30)

No usage

Spring Season (February 1 - May 15)

Tennis

Monday - Friday

Practices 3:30 - 5:30 pm (3 - 4 days per week)

Games 4:00 - 7:00 pm (1 - 2 days per week)

Middle School Baseball

Monday - Thursday

Practices 3:30 - 5:00 pm

No Games

Summer Season (June 1 - August 1)

No usage

9) Outdoor lighting: The fields and tennis courts will not have lighting for nighttime play. Exterior lighting will be provided only to the extent required by building and safety codes.

10) Ingress and egress to the property: The Property currently is not served by a city street. Galloway proposes to extend the existing right of way of High Point Road into the Property and provide right of way and an improved road at its cost and expense. As shown on the Site Plan, the street will terminate in a cul-de-sac, which is an improvement over the existing condition of the road. Currently, vehicles that travel to the end of High Point Road must either back up several hundred feet to High Point Lane or back into residents' private driveways to turn around.

Concurrent Variances:

Article XXII, Section 22.3.1 of the City of Sandy Springs Zoning Ordinance provides that variances may be granted upon a showing that:

A. Relief, if granted, would be in harmony with, or, could be made to be in harmony with, the general purposes and intent of the Zoning Ordinance; or

B. The application of the particular provision of the Zoning Ordinance to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public.

The Applicant respectfully submits that both standards are met in this case. Both requested variances relate to the need to extend High Point Road to create access to the Property and to provide on-site parking. There is no other way to provide vehicular access to the site other than from this local street. The irregular shape of the Property, the location of the creek and required 75 ft. impervious setback, and the requirement to provide a 50 ft. buffer and 10 ft. improvement setback on the north boundary adjacent to the existing residences severely limit the options for placement of the proposed improvements. In order to locate the active uses – the ball field and tennis courts -- as far away from residences as possible, the parking lot must be located adjacent to the street. To protect the stream buffer, the tennis courts must be positioned so that one court encroaches into the 50 ft. buffer adjacent to the street.

The Applicant submits that approval of these variances is in harmony with the general purposes and intent of the Zoning Ordinance. The Property is entitled to be connected to the public street network. Provision of adequate off-street parking is essential to protect the adjacent neighborhood. Based on careful analysis and experience with the Defoors Ferry fields, Galloway believes that 55 parking spaces is a generous amount for the intended activities.

CONSTITUTIONAL OBJECTIONS

The Applicant respectfully submits that the City of Sandy Springs Zoning Ordinance, to the extent that it classifies the Property in any way that would preclude development and use of the Property and the variances as proposed by this Application, is unconstitutional as a taking of property, a denial of equal protection, an arbitrary and capricious act, and an unlawful delegation of authority under the specific constitutional provisions later set forth herein. Any existing inconsistent zoning of the Property pursuant to the City of Sandy Springs Zoning Ordinance deprives the current owner of any alternative reasonable use and development of the Property. Additionally, a denial of the requested use permit and variances would deprive the owner of any reasonable use and development of the Property. Further, any attempt by the Planning Commission or Mayor and City Council to impose greater restrictions upon the manner in which the Property will be developed than presently exist would be equally unlawful.

Accordingly, the Applicant submits that the current zoning and any other zoning of the Property save for what has been requested would constitute arbitrary and unreasonable uses of the zoning and police powers because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant and Property owner.

Further, denial of this Application would constitute a taking of the owner's private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Due Process Clause of the Fourteenth Amendment of the United States Constitution and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States.

Further, the Applicant respectfully submits that failure to approve the requested use permit and variances would be unconstitutional and would discriminate in an arbitrary, capricious and unreasonable manner between the Property owner and owners of similarly situated property in violation of Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

Finally, the Applicant respectfully submits that the governing authority of the City of Sandy Springs cannot lawfully impose more restrictive standards upon the development of the Property than presently exist because to do so would not only constitute a taking of the Property as set forth above, but also would amount to an unlawful delegation of their authority, in response to neighborhood opposition, in violation of Article IX, Section IV, Paragraph II of the Georgia Constitution.

This Application satisfies the prescribed test set out by the Georgia Supreme Court to be used in establishing the constitutional balance between private property rights and zoning and planning as an expression of the government's police power, See Guhl vs. Holcomb Bridge Road, 238 Ga. 322 (1977).

CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that this Application for Use Permit and Concurrent Variances be approved.

Submitted this 6th day of October, 2015.

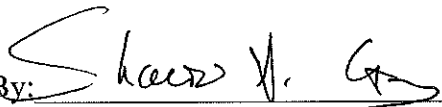
By: 
Sharon A. Gay

EXHIBIT A

LEGAL DESCRIPTION

ATLANTA 5670383.1

PROPERTY LINE DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 41 OF THE 17TH DISTRICT, 2ND SECTION, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF HIGHPOINT ROAD (VARIABLE R/W) AND THE SOUTHERLY RIGHT OF WAY OF WINDSOR PARKWAY (VARIABLE R/W);

THENCE LEAVING THE SOUTHERLY RIGHT OF WAY OF WINDSOR PARKWAY AND FOLLOWING ALONG THE EASTERLY RIGHT OF WAY OF HIGHPOINT ROAD IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 1183.05 FEET TO A #4 REBAR SET, SAID POINT BEING THE POINT OF BEGINNING.

THENCE LEAVING THE EASTERLY RIGHT OF WAY OF HIGHPOINT ROAD AND FOLLOWING ALONG THE PROPERTY LINE OF TERENCE & PATRICIA MURPHY AND HIGHPOINT FOREST SUBDIVISION, UNIT I, BLOCK 'B', LOTS 11, 12 & 13 NORTH 83 DEGREES 05 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 698.62 FEET TO A CONCRETE MONUMENT FOUND ON THE WESTERLY RIGHT OF WAY OF GEORGIA 400 (VARIABLE R/W, LIMITED ACCESS);

THENCE FOLLOWING ALONG THE WESTERLY RIGHT OF WAY OF GEORGIA 400 SOUTH 15 DEGREES 15 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 504.44 FEET TO A POINT;

THENCE LEAVING THE WESTERLY RIGHT OF WAY OF GEORGIA 400 AND FOLLOWING ALONG THE ORIGINAL LOCATION OF NANCY CREEK AND THE PROPERTY LINE OF VALLEY GREEN SUBDIVISION, LOT 16 THE FOLLOWING COURSES:

SOUTH 85 DEGREES 21 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 117.29 FEET TO A POINT;

THENCE SOUTH 62 DEGREES 10 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 95.49 FEET TO A POINT IN THE CENTERLINE OF NANCY CREEK;

THENCE LEAVING THE ORIGINAL LOCATION OF NANCY CREEK AND CONTINUING ALONG THE PROPERTY LINE OF VALLEY GREEN SUBDIVISION, LOT 16 AND FOLLOWING ALONG THE CENTERLINE OF NANCY CREEK IN A SOUTHWESTLY DIRECTION 223 FEET +/- AND BEING SUBTENDE BY THE FOLLOWING COURSE SOUTH 34 DEGREES 53 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 221.32 FEET TO A POINT;

THENCE CONTINUING ALONG PROPERTY LINE OF VALLEY GREEN SUBDIVISION, LOT 16, 17 & 18 AND THE CENTERLINE OF NANCY CREEK IN A SOUTHWESTERLY DIRECTION 256.0 FEET +/- AND BEING SUBTENDE BY THE FOLLOWING COURSE SOUTH 65 DEGREES 46 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 250.87 FEET TO A POINT;

THENCE LEAVING THE CENTERLINE OF NANCY CREEK AND RUNNING NORTHERLY ALONG AN OPEN SPACE AND ALONG THE EASTERLY RIGHT OF WAY OF HIGHPOINT ROAD NORTH 00 DEGREES 18 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 741.13 FEET TO A #4 REBAR SET, SAID POINT BEING THE POINT OF BEGINNING.

SAID PARCEL OR TRACT CONTAINS 8.39 ACRES MORE OR LESS.

**ENVIRONMENTAL SITE ANALYSIS (ESA)
FORM A**

Provide a complete Environmental Site Analysis document fully addressing all items as required in sections 1 through 3 below. Attach this Form A to the front of the completed Environmental Site Analysis document (and any subsequent revisions) prior to submission.

ESA Revision Number: _____

Applicant: The Galloway School

Phone Number: _____

1. **CONFORMANCE WITH THE COMPREHENSIVE PLAN.** Describe the proposed project and the existing environmental conditions on the site. Describe adjacent properties. Include a site plan that depicts the proposed project.

Describe how the project conforms to the Comprehensive Land Use Plan. Include the portion of the Comprehensive Plan Land Use Map which supports the project's conformity to the Plan. Evaluate the proposed project with respect to the land use suggestion of the Comprehensive Plan as well as any pertinent Plan policies.

2. **ENVIRONMENTAL IMPACTS OF THE PROPOSED PROJECT.** For each environmental site feature listed below, indicate the presence or absence of that feature on the property. Describe how the proposed project may encroach or adversely affect an environmental site feature. Information on environmental site features may be obtained from the indicated source(s).

a. Wetlands

- U. S. Fish and Wildlife Service, National Wetlands Inventory (<http://wetlands.fws.gov/downloads.htm>)
- Georgia Geologic Survey (404-656-3214)
- Field observation and subsequent wetlands delineation/survey if applicable

b. Floodplain

- Federal Emergency Management Agency (<http://www.fema.org>)
- Field observation and verification

c. Streams/stream buffers

- Field observation and verification

d. Slopes exceeding 25 percent over a 10-foot rise in elevation

- United States Geologic Survey Topographic Quadrangle Map
- Field observation and verification

e. Vegetation

- United States Department of Agriculture, Nature Resource Conservation Service
- Field observation

f. Wildlife Species (including fish)

- United States Fish and Wildlife Service

ENVIRONMENTAL SITE ANALYSIS (FORM A)

WETLANDS RECORDS REVIEW

Based on review of the United States Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) Online Mapper database and United States Geological Survey (USGS) topographical maps, no wetlands are mapped within property boundaries. Field inspection to be completed by Ecologist at a later date.

FLOOD PLAIN REVIEW

Based on review of Fulton County FEMA DFIRM flood data (Panel 13121C0163F), the subject property is located within the 100-year flood zone AE. Approximately 88% of the site is within the floodzone.

STREAMS/STREAM BUFFERS REVIEW

Based on review of the USGS topographical maps and field surveys by Gaskins Surveying, a stream is located along the southern property boundary. The associated stream buffers have been shown on the submitted site plan. There are no proposed encroachments.

SLOPES/TOPOGRAPHY REVIEW

A field survey of the subject property was conducted by Gaskins Surveying on or around 8/24/15. A review of the survey shows areas along the north property line that exceed 25 percent and over a 10 rise in elevation. These areas are inside the 50' zoning buffer and will left as is, unless needed for floodplain fill compensation.

VEGETATION AND WILDLIFE SPECIES REVIEW

Review to be conducted and submitted at a later date

HISTORICAL SITES/HISTORICAL PRESERVATION REVIEW

Review to be conducted and submitted at a later date.

PROJECT IMPLEMENTATION MEASURES

The environmentally sensitive areas on this site are limited to steep slopes (pending results of Species and Historical reviews). During construction erosion control measures will be installed to mitigate any impact construction may have on these slopes. During construction sediment basins will be used to control sediment run-off from the site. Post construction a series of water quality treatments as prescribed in the Georgia Stormwater Manual will be used to treat the run-off for a removal rate of 80% total suspended solids. The proposed development will include green spaces and open space exceeding 70% of the property.

**DISCLOSURE REPORT
FORM C**

Office use only:

REZONING PETITION #: MAYOR AND CITY COUNCIL HEARING DATE:

Within the (2) years immediately preceding the filing of this zoning petition have you, as the applicant or opponent for the rezoning petition, or an attorney or agent of the applicant or opponent for the rezoning petition, made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to the Mayor or any member of the City Council.

CIRCLE ONE:

YES

NO

If the answer is *YES*, proceed to sections 1 through 4.

If the answer is *NO*, complete only section 4.

1. **CIRCLE ONE:**

Party to Petition

In Opposition to Petition

If party to petition, complete sections 2, 3 and 4 below.

If in opposition, proceed to sections 3 and 4 below.

2. List all individuals or business entities which have an ownership interest in the property which is the subject of this rezoning petition: _____

3. **CAMPAIGN CONTRIBUTIONS:**

| Name of Government Official | Total Dollar Amount | Date of Contribution | Enumeration and Description of Gift Valued at \$250.00 or more |
|-----------------------------|---------------------|----------------------|--|
| | | | |
| | | | |
| | | | |
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| | | | |

4. The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name (print) _____

Signature: _____

Date: 10/2/15

**PUBLIC PARTICIPATION PLAN
FORM D**

Applicant:

1. The following individuals (property owners within a quarter mile of the property), homeowners associations, political jurisdictions, other public agencies, etc., will be notified in accordance with the requirements of Article 28.4.7 of the Zoning Ordinance:

See attached map ~~and~~ ^{and} list of property owners. Applicant has contacted the Zoning Committee Chair of the Sandy Springs Council of Neighborhoods and the District 5 Councilmember and will contact the High Point Civic Association.

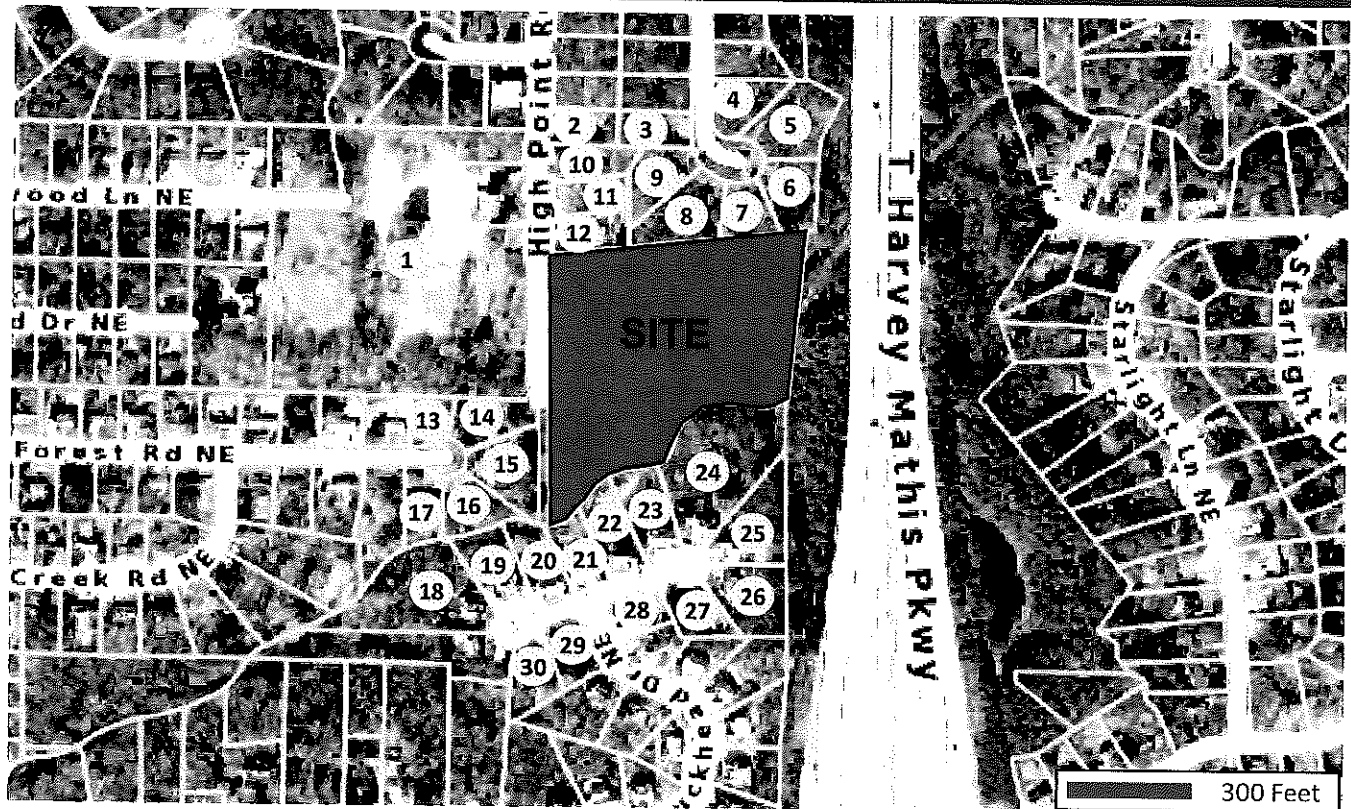
2. The individuals and others listed in 1. above will be notified of the requested rezoning/use permit using the following method(s): (e.g., letters, meeting notices, telephone calls, e-mails, etc.)

Initial contact will be by letter. Applicant will ask the SSCN to assist with additional contacts.

3. Individuals and others listed in 1. above will be allowed to participate in the following manner: (At least one meeting at a convenient time and location is required.)

The applicant will schedule at least one meeting at the Galloway School (or other location as proposed by the neighbors) to brief the immediate neighbors as listed above prior to the 10/27 Community Information meeting.

PROPERTY OWNERS WITHIN 300 FEET OF PROPERTY LINES



| No. | Owner |
|-----|-------|
|-----|-------|

- | | |
|-----|---------------------------------|
| 1. | Charles & Robin Conklin |
| 2. | Jerlyn H. Brown |
| 3. | Jennifer L. Spence |
| 4. | Michael & Laura Brunson |
| 5. | Sheryl Erez |
| 6. | Byron & Shannon Price |
| 7. | Christopher G. Wilson |
| 8. | Michael Alexander |
| 9. | Ozzie Johnson & Joan Policastro |
| 10. | Clinton & Carol Horn |
| 11. | Patrick & Sheila Cornelius |
| 12. | Terence & Patricia Murphy |
| 13. | Clinton & Laurie Walters |
| 14. | Elizabeth L. Setzer |
| 15. | Nicholas & Holly Saporito |

| No. | Owner |
|-----|-------|
|-----|-------|

- | | |
|-----|--------------------------------|
| 16. | Mitchell & Rebecca Poole |
| 17. | James & Jewell Sanders |
| 18. | James & Wendy Bardin |
| 19. | Harold Hawkins |
| 20. | Jeffery Folinus & Marilyn Mery |
| 21. | Frank Smith Pittman IV |
| 22. | Robert & Kirsten Webb |
| 23. | William Wrigley |
| 24. | Lisa R. Boone |
| 25. | Samson & Annie Lai |
| 26. | Oke & Patrice Pearson |
| 27. | John & Krista Morris |
| 28. | Clyde & Susan Stutts |
| 29. | Charles & Linda Kaplan |
| 30. | Karen Cunliffe |

Note: Parcels 1-17 lie within the City of Sandy Springs, while 18-30 are in the City of Atlanta.

Source: Fulton County Tax Assessor

PROPERTY OWNERS WITHIN 300 FEET OF PROPERTY LINES

| No. | Name | Address |
|-----|---------------------------------|-------------------------|
| 1. | Charles & Robin Conklin | 4630 High Point Road |
| 2. | Jerlyn H. Brown | 4659 High Point Road |
| 3. | Jennifer L. Spence | 4660 Canyon Creek Trail |
| 4. | Michael & Laura Brunson | 4669 Canyon Creek Trail |
| 5. | Sheryl Erez | 4569 Canyon Creek Trail |
| 6. | Byron & Shannon Price | 4649 Canyon Creek Trail |
| 7. | Chistopher G. Wilson | 4630 Canyon Creek Trail |
| 8. | Michael Alexander | 4640 Canyon Creek Trail |
| 9. | Ozzie Johnson & Joan Policastro | 4650 Canyon Creek Trail |
| 10. | Clinton & Carol Horn | 4649 High Point Road |
| 11. | Patrick & Sheila Cornelius | 4635 High Point Road |
| 12. | Terence & Patricia Murphy | 4629 High Point Road |
| 13. | Clinton & Laurie Walters | 570 Pine Forest Road |
| 14. | Elizabeth L. Setzer | 580 Pine Forest Road |
| 15. | Nicholas & Holly Saporito | 585 Pine Forest Road |
| 16. | Mitchell & Rebecca Poole | 575 Pine Forest Road |
| 17. | James & Jewell Sanders | 565 Pine Forest Road |
| 18. | James & Wendy Bardin | 4388 Creek Wood Close |
| 19. | Harold Hawkins | 4392 Creek Wood Close |
| 20. | Jeffery Folinus & Marilyn Mery | 4397 Creek Wood Close |
| 21. | Frank Smith Pittman IV | 4393 Creek Wood Close |
| 22. | Robert & Kirsten Webb | 4391 Creek Wood Close |
| 23. | William Wrigley | 4389 Creek Wood Close |
| 24. | Lisa R. Boone | 4387 Creek Wood Close |
| 25. | Samson & Annie Lai | 4385 Creek Wood Close |
| 26. | Oke & Patrice Pearson | 4383 Creek Wood Close |
| 27. | John & Krista Morris | 4381 Creek Wood Close |
| 28. | Clyde & Susan Stutts | 4379 Creek Wood Close |
| 29. | Charles & Linda Kaplan | 4382 Creek Wood Close |
| 30. | Karen Cunliffe | 4384 Creek Wood Close |

Note: Parcels 1-17 lie within the City of Sandy Springs, while 18-30 are in the City of Atlanta.

Source: Fulton County Tax Assessor

PROPERTY OWNERS WITHIN 500 FEET OF PROPERTY LINES

| No. | Name | Address |
|-----|---------------------------------|---------------------------|
| 1. | Charles & Robin Conklin | 4630 High Point Road |
| 2. | Jerlyn H. Brown | 4659 High Point Road |
| 3. | Jennifer L. Spence | 4660 Canyon Creek Trail |
| 4. | Michael & Laura Brunson | 4669 Canyon Creek Trail |
| 5. | Sheryl Erez | 4569 Canyon Creek Trail |
| 6. | Byron & Shannon Price | 4649 Canyon Creek Trail |
| 7. | Chistopher G. Wilson | 4630 Canyon Creek Trail |
| 8. | Michael Alexander | 4640 Canyon Creek Trail |
| 9. | Ozzie Johnson & Joan Policastro | 4650 Canyon Creek Trail |
| 10. | Clinton & Carol Horn | 4649 High Point Road |
| 11. | Patrick & Sheila Cornelius | 4635 High Point Road |
| 12. | Terence & Patricia Murphy | 4629 High Point Road |
| 13. | Clinton & Laurie Walters | 570 Pine Forest Road |
| 14. | Elizabeth L. Setzer | 580 Pine Forest Road |
| 15. | Nicholas & Holly Saporito | 585 Pine Forest Road |
| 16. | Mitchell & Rebecca Poole | 575 Pine Forest Road |
| 17. | Rabin Dayani | 570 High Point Lane |
| 18. | The Groover Family Trust | 580 High Point Lane |
| 19. | Max Eggerton | 590 High Point Lane |
| 20. | John & Frances Bunn | 710 Starlight Drive |
| 21. | Brian & Virginia Stephens | 4679 High Point Road |
| 22. | Karen Fenstermacher | 4669 High Point Road |
| 23. | William & Mary Dale | 4670 Canyon Creek Trail |
| 24. | Colin B. Edwards | 4680 Canyon Creek Trail |
| 25. | Carl & Beth Plunkett | 655 West Powderhorn Road |
| 26. | Christina Graham | 4679 Canyon Creek Trail |
| 27. | City of Sandy Springs | 550 Pine Forest Road |
| 28. | James & Molly Walker | 560 Pine Forest Road |
| 29. | James & Jewell Sanders | 565 Pine Forest Road |
| 30. | James & Wendy Bardin | 4388 Creek Wood Close |
| 31. | Harold Hawkins | 4392 Creek Wood Close |
| 32. | Jeffery Folinus & Marilyn Mery | 4397 Creek Wood Close |
| 33. | Frank Smith Pittman IV | 4393 Creek Wood Close |
| 34. | Robert & Kirsten Webb | 4391 Creek Wood Close |
| 35. | William Wrigley | 4389 Creek Wood Close |
| 36. | Lisa R. Boone | 4387 Creek Wood Close |
| 37. | Samson & Annie Lai | 4385 Creek Wood Close |
| 38. | Oke & Patrice Pearson | 4383 Creek Wood Close |
| 39. | John & Krista Morris | 4381 Creek Wood Close |
| 40. | Clyde & Susan Stutts | 4379 Creek Wood Close |
| 41. | Charles & Linda Kaplan | 4382 Creek Wood Close |
| 42. | Karen Cunliffe | 4384 Creek Wood Close |
| 43. | Peyton & Jennifer Gipson | 555 Pine Forest Road |
| 44. | Conner Ghegan | 545 Pine Forest Road |
| 45. | Kathleen Ferguson | 4386 Creek Wood Close |
| 46. | Knute A. Anderson | 594 Valley Green Drive |
| 47. | The Edna Rich Medical Trust | 588 Valley Green Drive |
| 48. | Chandra Sekhar Ghosh | 4376 North Buckhead Drive |
| 49. | Jonathan & Susan Richardson | 4372 North Buckhead Drive |
| 50. | Paul & Kathryn Thodeson | 4373 North Buckhead Drive |
| 51. | Willian & Anna Hawthorne | 4375 North Buckhead Drive |

Note: Parcels 1-28 lie within the City of Sandy Springs, while 29-51 are in the City of Atlanta.

Source: Fulton County Tax Assessor

SITE PLAN CHECKLIST FORM F

Site plans for rezoning and use permit must be folded, drawn to scale, no larger than 30" x 42", and shall, at a minimum, include the following information:

| ITEM # | DESCRIPTION | CHECK ✓ |
|--------|--|------------|
| 1 | Key and/or legend and site location map with North arrow | ✓ |
| 2 | Boundary survey of subject property which includes dimensions along property lines that match the metes and bounds of the property's written legal description and clearly indicates the point of beginning | ✓ |
| 3 | Acreage of subject property | ✓ |
| 4 | Location of land lot lines and identification of land lots | ✓ |
| 5 | Existing, proposed new dedicated and future reserved rights-of-way of all streets, roads, and railroads adjacent to and on the subject property | ✓ |
| 6 | Proposed streets on the subject site | ✓ |
| 7 | Posted speed limits on all adjoining roads | ✓ |
| 8 | Current zoning of the subject site and adjoining properties | ✓ |
| 9 | Existing buildings with square footages and heights (stories), wells, driveways, fences, cell towers, and any other structures or improvements on the subject property | ✓ |
| 10 | Existing buildings with square footages and heights (stories), wells, driveways, fences, cell towers, and any other structures or improvements on adjacent properties within 400 feet of the subject site based on aerial photography from an acceptable source as determined by the Director of Community Development | ✓ |
| 11 | Location of proposed buildings (except single family residential lots) with total square footage | ✓ |
| 12 | Layout and minimum lot size of proposed single family residential lots | ✓ |
| 13 | Topography (surveyed or County) on subject site and adjacent property within 200 feet as required to assess runoff effects | ✓ |
| 14 | Location of major overhead and underground electrical and petroleum transmission/conveyance lines | N/A |
| 15 | Required and/or proposed setbacks | ✓ |
| 16 | 100 year flood plain horizontal limits and flood zone designations as shown on survey or FEMA FIRM maps | ✓ |
| 17 | Required landscape strips, undisturbed buffers, and any other natural areas as required or proposed | ✓ |
| 18 | Required and proposed parking spaces; Loading and unloading facilities | ✓ |
| 19 | Lakes, streams and other waters on the site and associated buffers | ✓ |
| 20 | For variances related to stream buffers, include an Impervious Surface Chart with square footages of: ____ Total area of existing encroachments, calculated by buffer (0'-25', 25'-75', and 50'-75' buffers); ____ Total area of proposed encroachments, calculated by buffer (0'-25', 25'-75', and 50'-75' buffers); ____ Total area of increased encroachments, calculated by buffer (0'-25', 25'-75', and 50'-75' buffers) | N/A |
| 21 | Proposed stormwater management facilities | ✓ |
| 22 | Community wastewater facilities including preliminary areas reserved for septic drain fields and points of access | N/A |
| 23 | Availability of water system and sanitary sewer system | ✓ |
| 24 | Tree lines, woodlands and open fields on subject site | ✓ |
| 25 | Entrance site distance profile assuming the driver's eye at a height of 3.5 feet (See Subdivision Regulations) | ✓ |
| 26 | Wetlands shown on GIS maps or survey | ✓ |

| | | |
|----|--|-------------------------------------|
| 27 | A Development Statistics Summary Chart with percentage (%) of total site coverage: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Total area of site (total acres or sq. feet = 100%); <input checked="" type="checkbox"/> Buildings (sq. feet and %); <input checked="" type="checkbox"/> Parking spaces (number and %); <input checked="" type="checkbox"/> Total impervious surface (sq. feet and %); <input checked="" type="checkbox"/> Landscaping (sq. feet and %); <input checked="" type="checkbox"/> Flood plain (sq. feet and %); <input checked="" type="checkbox"/> Undeveloped and/or open space (sq. feet and %) | <input checked="" type="checkbox"/> |
| 28 | Concurrent variances – list of all requested and location on property | <input checked="" type="checkbox"/> |

Office use only:

I hereby certify that I have completed a preliminary review of the site plan for this project and determined that it meets the minimum standards specified by Article 28.5.2 of the City of Sandy Springs Zoning Ordinance.

Staff signature: _____ Date: _____
Planning & Zoning Division
Department of Community Development

Staff printed name: _____

The undersigned acknowledges that the site plan is submitted in accordance with Article 28.5.2 of the City of Sandy Springs Zoning Ordinance and failure to comply shall render my application incomplete which may result in delay in the process of this application.

Applicant signature: Sharon H. Gray Date: 10/5/15

Applicant printed name: The Galloway Schools by Antonio US LLP

City of Sandy Springs Sign Posting Information

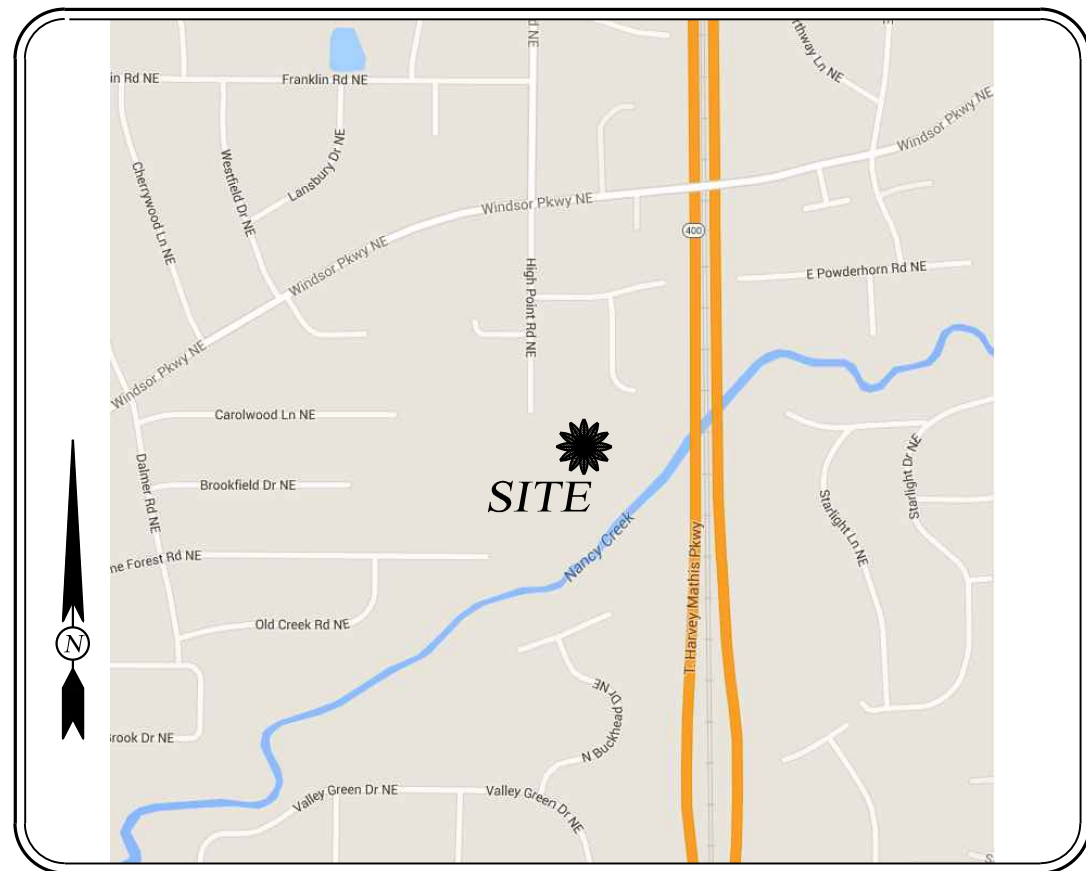
The Planner will provide sign pickup date and posting deadlines.

Once you are notified:

1. The sign(s) shall be picked up at time of application from staff.
2. The signs are roughly 9 square feet (3 x 3). Please be prepared to obtain some type of posts that will secure the signs in the ground.
3. The signs must be posted by 8:30 a.m. on the deadline day.
4. Should the petition be deferred, the petitioner is required to post an updated sign with new hearing dates twenty (20) days prior to the next scheduled hearing date. When a land use petition is deferred for less than twenty (20) days, posting an updated sign is not required
5. The failure of a petitioner or agent on two (2) consecutive occasions to post notice as required by the Zoning Ordinance in connection with a petition shall be considered willful disregard of the petitioner's obligation to comply with this Zoning Ordinance. In such event, the petition shall be denied and shall be subject to all provisions herein relating to denied petitions.
6. The applicant shall submit a date stamped photograph of the sign as posted to the Department of Community Development.
7. The cost of each sign is \$25.00

PLANNER SIGNATURE

APPLICANT SIGNATURE



LOCATION MAP

N.T.S.

SITE DATA

ZONING USE: R-3

TOTAL ACREAGE: 8.39 (365,468 S.F.)
DISTURBED ACREAGE: 4.67 (203,253 S.F.)
IMPERVIOUS AREA: 65,217 S.F. (18% OF SITE)
LANDSCAPING: 138,036 S.F. (38% OF SITE)
FLOODPLAIN: 322,344 S.F. (88% OF SITE)
UNDEVELOPED: 162,215 S.F. (44% OF SITE)
FULTON COUNTY, GA
LAND LOT 41; 17th DISTRICT
PARCEL #: 0147 AND 0170

BUILDING DATA

TOTAL BUILDING SQ. FOOTAGE: 6,470 sq. ft.
FOOTPRINT: 6,470 S.F. (1.8% OF SITE)

PARKING DATA

REQUIRED PARKING
THE SANDY SPRINGS ZONING ORDINANCE
DOES NOT HAVE A CATEGORY THAT IS
APPLICABLE TO THE PROPOSED PROJECT.

PARKING PROVIDED
55 TOTAL SPACES (0.53 AC OR 6.3%)
3 HANDICAP SPACES
(2 VAN H/C SPACES)

THERE ARE STATE WATERS ARE LOCATED ON SITE PER SITE
INSPECTION BY EBERLY AND ASSOCIATES, INC.

ACCORDING TO THE F.E.M.A. FLOOD INSURANCE RATE MAPS,
COMMUNITY PANEL NUMBER 13121C0163F, DATED 9/18/2013 FOR
FULTON COUNTY, GEORGIA, THIS PROPERTY DOES LIE WITHIN A 100
YEAR FLOOD HAZARD ZONE AS DEFINED BY F.E.M.A. (THE SITE IS
LOCATED IN ZONE AE, AS DEFINED BY F.E.M.A.)
THE BOUNDARY INFORMATION ON THESE PLANS IS TAKEN FROM FIELD
SURVEYS PREPARED BY GASKINS SURVEYING, DATED: 8/24/15.

THE TOPOGRAPHIC INFORMATION ON THESE PLANS IS TAKEN FROM FULTON
COUNTY GIS ACCESSED ONLINE 8/20/15.

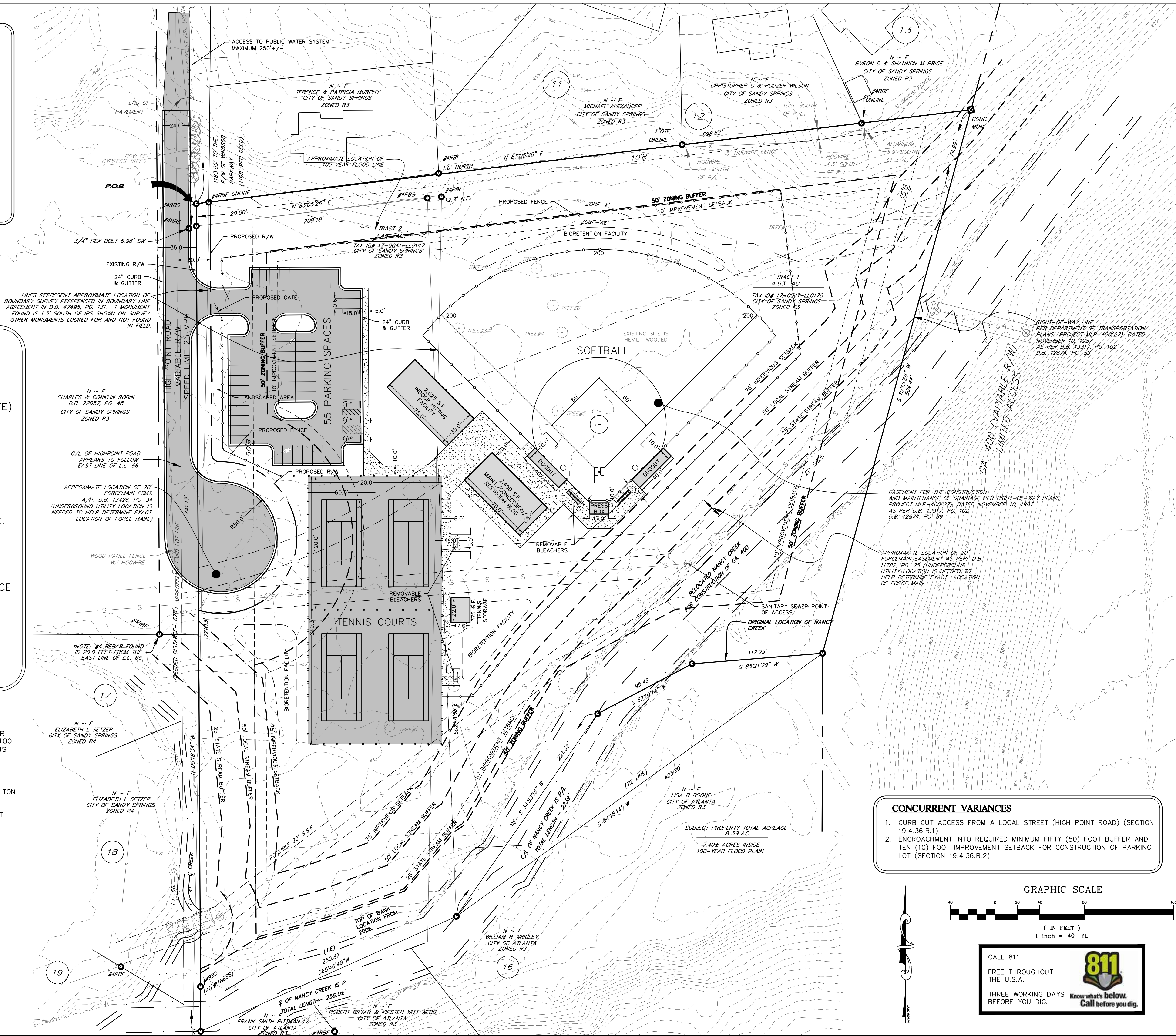
ACCORDING TO THE NATIONAL WETLANDS INVENTORY MAP IT DOES NOT
APPEAR THAT THERE ARE ANY WELANDS LOCATED ON THE SUBJECT
PROPERTY.

OWNER/DEVELOPER

THE GALLOWAY SCHOOL
215 W WIEUCA RD NW
ATLANTA, GA 30342
(404) 252-8389

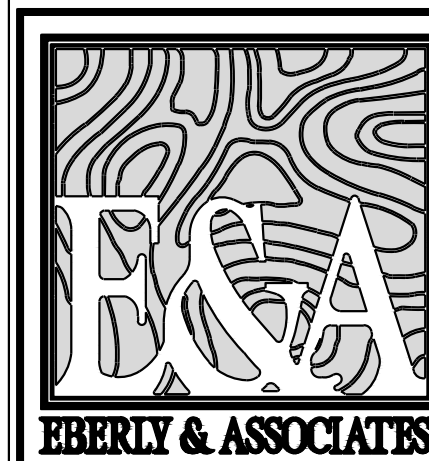
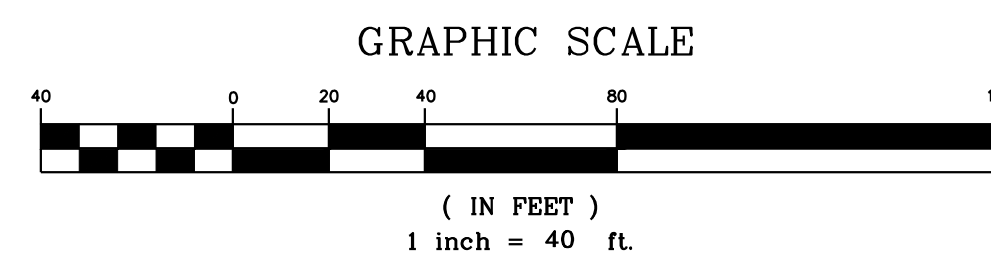
ENGINEER

WESLEY REED, PE
EBERLY & ASSOCIATES, INC.
1852 CENTURY PLACE,
SUITE 202
ATLANTA, GEORGIA 30345
(770) 452-7849



CONCURRENT VARIANCES

- CURB CUT ACCESS FROM A LOCAL STREET (HIGH POINT ROAD) (SECTION 19.4.36.B.1)
- ENCROACHMENT INTO REQUIRED MINIMUM FIFTY (50) FOOT BUFFER AND TEN (10) FOOT IMPROVEMENT SETBACK FOR CONSTRUCTION OF PARKING LOT (SECTION 19.4.36.B.2)



TEL: 770.452.7849 FAX: 770.452.0086
1852 CENTURY PLACE, SUITE 202
ATLANTA, GEORGIA 30345
WWW.EBERLY.NET

LAND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE



PROJECT: THE GALLOWAY SCHOOL
RECREATIONAL FIELDS
LAND LOT 41
17th DISTRICT
FULTON COUNTY/CITY OF SANDY SPRINGS
HIGH POINT ROAD

REVISIONS:

| NO. | DESCRIPTION | DATE |
|-----|-------------|------|
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SITE PLAN

| | |
|------------------|----------|
| SCALE: | 1" = 40' |
| DATE: | 09/23/15 |
| DRAWN BY: | W. REED |
| PROJECT MANAGER: | W. REED |
| QA/QC CHECK: | |

PROJECT NO.
15-077

SHEET NO.
C3.0